

This Section for DOGM Use:

Assigned DOGM File No.: S 10031024

DOGM Lead: LK

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340
Fax: (801) 359-3940

NOTICE OF INTENTION TO COMMENCE SMALL MINING OPERATIONS

The informational requirements of this form are based on provisions of the Mined Land Reclamation Act, Title 40-8, Utah Code Annotated 1987, and the General Rules as promulgated under the Utah Minerals Regulatory Program.

"Small Mining Operations" means mining operations which disturb five or less surface acres at any given time.

I. GENERAL INFORMATION (Rule R647-3-104)

1. Name of Claim/Mine: Cotton Thomas
2. Name of Operator/Applicant: American Stone
Company () Corporation ☒ Partnership () Individual ()
3. Permanent Address: 4040 S. 300W.
City: SLC UT State: _____ Zip Code: 84020 84107
Telephone Number: () 262-4300
4. Ownership of Land Surface:
Private (Fee) ☒ Public Domain (BLM) ☐ National Forest (USFS) ☐
State of Utah ☐ Other: _____
5. Ownership of Minerals:
Private (Fee) ☒ Public Domain (BLM) ☐ National Forest (USFS) ☐
State of Utah ☐ Other: _____

Utah Mining Claim Number(s): _____

Utah State Lease Number(s): _____

6. Have the above owners been notified in writing? Yes X No _____
If no, why not? _____

7. Does the operator have legal right to enter and conduct mining operations on the land covered by this notice? Yes X No _____

II. PROJECT LOCATION & MAP (Rule R647-3-105)

1. Project Location (legal description):

County(ies): BOX ELDER COUNTY
NW 1/4, of NE 1/4, of _____ 1/4: Section: 28 Township: 14 N Range: 17 W
NE 1/4, of NE 1/4, of _____ 1/4: Section: 28 Township: _____ Range: _____
 _____ 1/4, of _____ 1/4, of _____ 1/4: Section: _____ Township: _____ Range: _____

2. A topographic base map showing the location of the proposed small mining operation must be submitted with this notice. A USGS 7.5 minute series map is preferred. The areas to be disturbed should be plotted in sufficient detail so that they can be located on the ground. It is recommended that the operator also plot and label any previous disturbances in the immediate vicinity that he is not responsible for.

III. OPERATION PLAN (Rule R647-3-106)

1. Type of mining: Surface ☒ Underground ☐
 2. Mineral(s) to be mined: Building stone (Quartzite)
 3. Provide a brief description of the proposed mining operation and onsite processing facilities. Quarry

Back hoe to dig stone split + palletize
by hand Load with Loader Fork lift.

New Road(s): Length _____ (ft) Width _____ (ft) None.
USE Existing Roads made in 1952 approx 3 miles
 Total project surface acreage to be disturbed: 5 (acres)

+ upgrade

IV. OPERATION AND RECLAMATION PRACTICES (Rule R647-3-107, 108 & 109)

The reclamation and operation obligation is to keep the area clean and safe, minimize hazards to public safety, return the land to a useful condition, and reestablish at least 70 percent of the premining vegetative ground cover. To accomplish this, the operator will need to perform reclamation concurrently, or at the completion (within one (1) year) of mining:

1. Keep the mining operation in a safe, clean, and environmentally stable condition.
2. Permanently seal all shafts and tunnels to prevent unauthorized or accidental entry.
3. Plug drill holes with a five foot cement surface plug. Holes that encounter fluids are to be plugged in the subsurface to prevent aquifer contamination.
4. Construct berms, fences, or barriers, when needed, above highwalls and excavations.
5. Remove, isolate, or neutralize all toxic materials in a manner compatible with federal and state regulations.
6. Remove all waste or debris from stream channels.
7. Dispose of any trash, scrap metal, wood, machinery, and buildings.
8. Conduct mining activities so as to minimize erosion and control sediment.
9. Reclaim all roads that are not part of a permanent transportation system.
10. Stockpile topsoil and suitable overburden prior to mining.
11. Stabilize highwalls by backfilling or rounding to 45 degrees or less, where feasible; reshape the land to near its original contour, and redistribute the topsoil and suitable overburden.
12. Properly prepare seedbed to a depth of six inches by ripping, discing, or harrowing.
13. Reseed disturbed areas with adaptable species. (The Division recommends seeding 20 lbs./acre of native and introduced species of grass, forb, and browse seed, and will provide a specific species list if requested.)
14. Plant the seed with a rangeland or farm drill, or if broadcast seeded, harrow or rake the seed 1/4-1/2 inch into the soil - fall is the preferred time to seed.

V. VARIANCE REQUEST (Rule R647-3-110)Yes ☐ No ☐


Any planned deviations from Rules R647-3-107, Operation Practices, R647-3-108, Hole Plugging Requirements, or R647-3-109, Reclamation Practices, as summarized above, should be identified below and justification given for the variance request(s).

<u>Item Number</u>	<u>Variance Request Justification</u>
_____	_____
_____	_____
_____	_____
_____	_____

VI. SIGNATURE REQUIREMENT

I hereby commit to conduct mining operations and to reclaim the aforementioned small mine as required by the Utah Mined Land Reclamation Act (40-8) and the rules as specified by the Board of Oil, Gas and Mining.

Signature of Operator/Applicant: _____



Name (typed or printed): _____

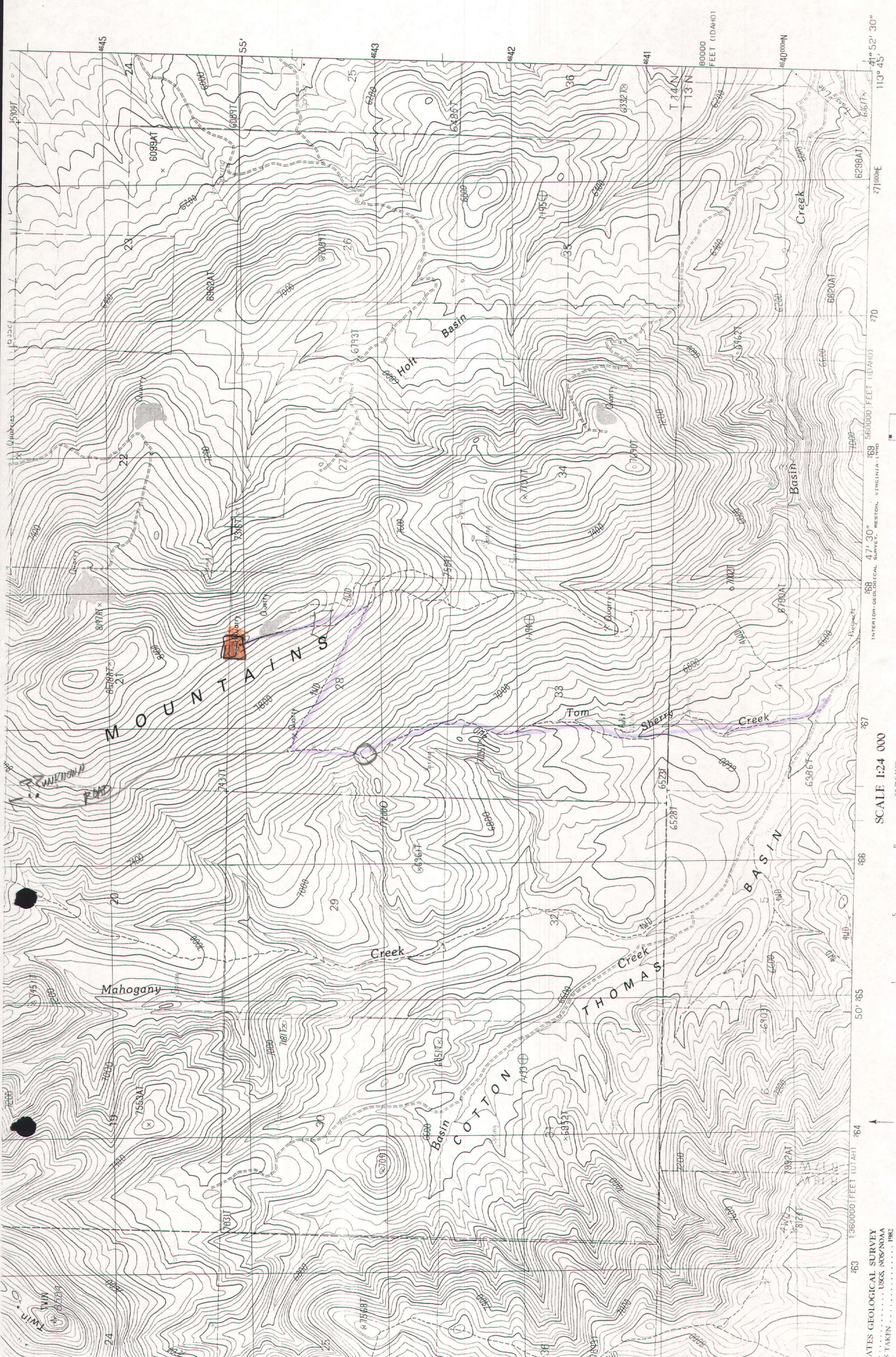
Lon Thomas

Title/Position (if applicable): _____

Pres

Date: _____

7-27-94



STATES GEOLOGICAL SURVEY
INTERIOR GEOLOGICAL SURVEY, RESTON, VIRGINIA, 1982
SCALE 1:24 000
368 47' 30" 269 560000 FEET (IDAH0) 270 41° 52' 30" 113° 45' 271000mE

5050 m...
16th Floor
00

CONTRACT FOR SALE OF MEMBERSHIP IN NON-PROFIT CORPORATION

THIS AGREEMENT, made and entered into this 6th day of March, 1979, by and between DOUGLAS H. BEDKE, whose wife's name is Pam Bedke, record holder of said membership, as constructive trustee for H. E. Bedke Co., beneficial owner, hereinafter referred to as the Seller, and WALTER J. THOMAS. hereinafter referred to as the Purchaser,

W I T N E S S E T H:

WHEREAS, Bridge Grazing Association, Inc., is a non-profit corporation organized and existing under the laws of the State of Idaho and is in good standing, and

WHEREAS, the Seller is the contract owner of one membership in conjunction with Herman E. Bedke and Ruby C. Bedke under a written contract with Keith S. Nelson, Don Lee Nelson, and Grant N. Beyler, and

WHEREAS, the memberships of the corporation are now owned and are in the name of the following individuals:

Marlin Booth 1 membership

Collin Booth 1 membership

Norma Booth, under contract
of purchase from Buddy D.
Ward 1 membership

Herman E. Bedke, under contract
of purchase from Grant N.
Beyler 1 membership

Ruby C. Bedke, assigned from
Robert Martin under contract
of purchase from Keith S.
Nelson 1 membership

Douglas Bedke, under contract
of purchase from Don Lee
Nelson 1 membership

That there are no other memberships subscribed or outstanding and the six (6) persons each own one-sixth (1/6) interest in all the property owned by the said corporation, and that the Seller owns one-sixth (1/6) interest in all the property owned by the said corporation subject to agreements, and

NIELSON & BEDKE
ATTORNEYS AT LAW
P. O. Box 249
BURLEY, IDAHO 83318
TELEPHONE: (208) 678-5574

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1 WHEREAS, the corporation is the owner of the real
2 property situated in Box Elder County, Utah, as set out on Exhibit
3 "A" attached hereto and made a part hereof, and

4 WHEREAS, all outstanding bills and debts of the corpora-
5 tion have been paid excepting the loan now owing to Farmer's Home
6 Administration and accruing ad valorem taxes to Box Elder County,
7 Utah for 1979, and

8 WHEREAS, Ruby Bedke is the assignee of one of the
9 original purchasers, Robert Martin, and

10 WHEREAS, Douglas H. Bedke and H. E. Bedke Co. desire to
11 sell to the Purchaser one membership in said corporation under the
12 terms and conditions of this agreement;

13 NOW, THEREFORE, in consideration of the above and the
14 stipulations hereinafter set out, it is hereby agreed as follows:

15 1. That the Seller agrees to sell to the Purchaser the
16 membership in the name of Douglas H. Bedke for the net price of
17 One Hundred Sixty-six Thousand Five Hundred Dollars (\$166,500.00),
18 payable as follows:

19 \$ 500.00	to be credited against the survey 20 bill incurred in re-establishing 21 part of the boundary of said land, and the sum of
22 \$ 28,500.00	to be paid upon the execution of this 23 agreement, receipt of which is hereby acknowledged, and the balance of
24 \$137,500.00	to be paid in ten equal annual 25 installments of \$19,577.55 per 26 year, including interest at the 27 rate of 7% per annum from March 28 6, 1979; the first such annual payment to be made on November 1, 1979, and on the 1st day of No- vember of each year thereafter until the full principal and interest have been paid in full.

6525⁸⁵

29 Advance and additional payments may be made at
30 any time after the calendar year of 1979, but
31 such payments, if made, shall be credited first
32 to the interest and then to the principal last
to become due and shall not excuse the regular
annual installments provided for above.

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- 1 2. The Seller warrants the following facts to be true:
- 2 a. That the said corporation is in good standing in the
- 3 State of Idaho and Utah.
- 4 b. That the real estate set out on attached Exhibit "A"
- 5 is owned by the corporation in fee simple, and that the said
- 6 corporaton has merchantable title to the said property excepting a
- 7 loan with the Farmer's Home Administration in the principal sum of
- 8 \$301,462.41, plus interest from December 31, 1978, and existing
- 9 easements and claims on deed.
- 10 c. That there are no liabilities of the corporation
- 11 except the loan to the Farmer's Home Administration and accruing
- 12 1979 taxes, and that the 1978 assessments to the membership of the
- 13 Seller has been paid in full and that the ad valorem taxes on the
- 14 real estate for the year 1978 have been paid, and that the 1978
- 15 loan installment to the Farmer's Home Administration has been
- 16 paid, and that net cash on hand of the corporation exceeds
- 17 \$2,000.00.
- 18 d. That the recitals and preambles set out above are a
- 19 true statement of facts contained therein.
- 20 3. It is mutually agreed by and between the parties
- 21 that upon the execution of this agreement the Seller will resign
- 22 from the Board of Directors of said Bridge Grazing Association,
- 23 Inc. and that the Purchaser shall be substituted as a member of
- 24 the Board of Directors in his stead, and that the new Board of
- 25 Directors shall conduct the affairs of the said corporation as the
- 26 Board of Directors, but shall not mortgage or encumber or suffer
- 27 any liens on the real estate set out in Exhibit "A" owned by the
- 28 corporation, and shall not dissolve the corporation until the
- 29 purchase price above set out is paid in full.
- 30 4. The Purchaser, upon the execution of this agreement,
- 31 shall be entitled to all rights and privileges of the membership,
- 32 including but not limited to, the use of the land of the said

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1 corporation as hereinafter designated, to be elected and acting as
2 a member of the Board of Directors, and officer of the corporation
3 with full authority to do all things not inconsistent with the
4 articles and By-Laws thereof or the provisions of the Farmer's
5 Home Administration regulations which govern the loan until the
6 same has been retired or consent has been obtained from the
7 Farmer's Home Administration.

8 5. Legal title to the said membership shall be retained
9 by the Seller and Don Lee Nelson, from whom he is purchasing under
10 contract, until the full purchase price has been paid, and then
11 the Seller shall cause said membership now in escrow with D. L.
12 Evans Bank, at Albion, Idaho, the escrow holder, to be delivered
13 to the Purchaser. The Seller agrees that the full purchase price
14 herein received under this contract shall be designated to apply
15 upon the contract where he and Herman E. Bedke and Ruby C. Bedke
16 are purchasing the memberships from Keith S. Nelson, Don Lee
17 Nelson, and Grant N. Beyler until that contract has been paid in
18 full. In the event of default, the said membership certificates
19 shall be delivered back to the Seller and the Purchaser shall
20 resign as a member of the Board of Directors of said corporation,
21 which said resignation shall also be delivered to escrow. Terms
22 of escrow shall be by separate agreement, and in the event of any
23 conflict, the terms of this agreement shall supersede the terms of
24 the escrow agreement. The Buyer and Seller shall share equally
25 the escrow fee.

26 6. That the Purchaser agrees to pay and keep current
27 all subsequent assessments that the Board of Directors may assess
28 against his membership in order that the obligations of the
29 corporation may be made, and in particular, the loan payment to
30 the Farmer's Home Administration, operating expenses, the ad
31 valorem taxes each year, and the annual license fee. These
32 assessments shall be made and paid to the corporation each year by

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1 the Purchaser and shall not be included in the purchase price of
2 the membership set out above.

3 7. Time is of the essence of this agreement and in case
4 of the failure of the Purchaser to make any of the payments, or
5 any part thereof, or perform any of the covenants on his part
6 hereby made and entered into, or to keep and observe all the
7 conditions, covenants, and restrictions herein set forth, this
8 contract shall, at the option of the Seller, be forfeited and
9 determined, and the Purchaser shall forfeit all payments made on
10 this contract, and such payments shall be retained by the Seller
11 in full satisfaction and in liquidation of all damages sustained,
12 provided however, before such forfeiture shall be effective, the
13 Seller must give the Purchaser written notice by certified mail of
14 the Seller's election to declare such forfeiture, setting out the
15 reasons therefor, and the Purchaser shall have sixty (60) days
16 from the mailing of such notice within which to correct such
17 defaults, if such default is corrected within such time, this
18 agreement shall be in full force and effect as if never breached,
19 and if default is not corrected in the time set out, then the
20 Seller shall be entitled to immediate possession of all escrow
21 documents and shall replace the Purchaser on the Board of Directors
22 of Bridge Grazing Association.

23 8. This agreement shall be binding upon the heirs,
24 executors, administrators, and assigns of the parties hereto.

25 9. In case suit or action is initiated to enforce any
26 of the provisions hereof, the defaulting party agrees to pay such
27 sum as the Court may adjudge attorney fees allowed the prevailing
28 party in said suit or action.

29 10. The Purchaser agrees to comply with the require-
30 ments of the Articles of Incorporation and By-Laws of Bridge
31 Grazing Association, Inc., and the loan regulations of the Farmer's
32

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1 Home Administration which holds a mortgage on the land of the said
2 corporation.

3 11. This agreement may not be assigned to any other
4 parties without the consent of the Seller, such consent, however,
5 shall not be unreasonably withheld, provided the prospective buyer
6 is qualified; provided however, such restriction shall not
7 prohibit the Purchaser from selling his interest to any of the
8 remaining members.

9 12. It is hereby expressly understood and agreed by the
10 parties hereto that the Purchaser accepts said property in its
11 present condition and enters into this agreement in reliance on
12 his own independent investigation of value and condition of the
13 premises and that there are no representations, covenants, or
14 agreements between the parties hereto with reference to the said
15 property, except as herein specifically set forth.

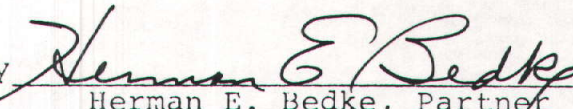
16 13. The Seller may have the right to inspect the
17 premises at reasonable times and circumstances for the purpose of
18 determining whether or not his security is being jeopardized.

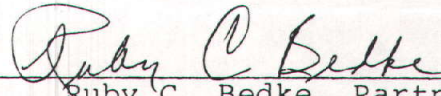
19 IN WITNESS WHEREOF, the parties hereto have hereunto set
20 their hands the day and year first above written.

21
22 
23 Douglas H. Bedke - Seller

24
25 
26 Walter J. Thomas - Purchaser

27 H. E. BEDKE CO., a partnership

28 By 
Herman E. Bedke, Partner

29
30 By 
31 Ruby C. Bedke, Partner
32

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1 STATE OF IDAHO)
2 County of Cassia) ss

3 On this 15th day of June, 1979, before me, the
4 undersigned, a Notary Public in and for said State, personally
5 appeared DOUGLAS H. BEDKE, known to me to be the person whose name
6 is subscribed to the foregoing instrument and acknowledged to me
7 that he executed the same.

8 IN WITNESS WHEREOF, I have hereunto set my hand and
9 affixed my official seal the day and year first above written.

10 Loa Del Wagner
11 Notary Public for Idaho
12 Residing at Burley, Idaho

12 STATE OF IDAHO)
13 County of Cassia) ss

14 On this 15th day of June, 1979, before me, the undersi
15 a Notary Public in and for said State, personally appeared
16 WALTER J. THOMAS, known to me to be the person whose name is
17 subscribed to the foregoing instrument and acknowledged to me that
18 he executed the same.

19 IN WITNESS WHEREOF, I have hereunto set my hand and
20 affixed my official seal the day and year first above written.

21 Loa Del Wagner
22 Notary Public for Idaho
23 Residing at Burley, Idaho

22 STATE OF IDAHO)
23 County of Cassia) ss

24 On this 15th day of June, 1979, before me, the
25 undersigned, a Notary Public in and for said State, personally
26 appeared HERMAN E. BEDKE and RUBY C. BEDKE, known to me to be the
27 partners in the partnership of H. E. BEDKE, Co., and the partners
28 who subscribed said partnership name to the foregoing instrument
29 and acknowledged to me that they executed the same in said partner-
30 ship name.

31 IN WITNESS WHEREOF, I have hereunto set my hand and
32 affixed my official seal the day and year first above written.

33 Loa Del Wagner
34 Notary Public for Idaho
35 Residing at Burley, Idaho

Schedule A continued:

T. 13 N. R. 17 W. SLM:

Sec. 4: NW 1/4 NW 1/4 (or Lot 4-45.72 ac); N 1/2 SE 1/4

T. 14 N. R. 16 W. SLM:

Sec. 2: All

Sec. 3: NE 1/4 SE 1/4; N. 60 rds of the S 1/2 of SE 1/4

T. 14 N. R. 17 W. SLM:

Sec. 3: Lots 1, 2, 3, and 4; SW 1/4 NE 1/4; W 1/2 SW 1/4; Beg. at a pt 40 rds N of the SE cor of said Sec. 3, th W 40 rds, th S 40 rds, th W 40 rds, th N 80 rds, th W 80 rds, th N 80 rds, th E 80 rds, th N 80 rds, th E 80 rds, th S 200 rds to beg. SW 1/4 SE 1/4 (471.12 ac)

Sec. 4: S 1/2

Sec. 5: SE 1/4

Sec. 8: E 1/2 SW 1/4; W 1/2 SE 1/4; SE 1/4 SE 1/4; E 1/2 NE 1/4; NW 1/4 NE 1/4; NE 1/4 SE 1/4; Beg at the SE cor of W 1/2 SW 1/4, th N 8° W 163 rds to a pt. th N 90° E 20 rds to the NE cor of the W 1/2 SW 1/4 Sec. 8, th S 160 rds to the p.o.b., cont 10 acres more or less.

Sec. 9: All

Sec. 10: N 1/2; SE 1/4; SW 1/4

Sec. 15: All

Sec. 16: All

Sec. 17: E 1/2 W 1/2; W 1/2 E 1/2; NE 1/4 SE 1/4; SW 1/4 NW 1/4; W 1/2 SW 1/4; SE 1/4 SE 1/4; E 1/2 NE 1/4

Sec. 18: Beg at the SE cor NE 1/4 Sec. 18, th N 90° W 40 rds to a pt, th N 23°35' E 90 rds to a pt, th N 90° E 4 rds to the SE cor of th NE 1/4 NE 1/4 of Sec. 18, th S 80 rds to p.o.b. Also beg at the SE cor Sec. 18, th N 90° W 10 rds to a pt, th N 19° W 90 rds to a pt, th N 2°30' W 80 rds to a pt, th N 90° E 40 rds to NE cor SE 1/4 Sec. 18, th S 160 rds to p.o.b., cont 30 acres more or less.

Sec. 19: Beg. at NE cor Sec 19, th S 160 rds to NE cor SE 1/4, th S 20 rds to a pt. th N 90° W 5 rds to a pt, th N 5° W 51 rds to a pt, th N 5°30' E 117 rds to a pt, th N 7° W 31 rds to a pt, th N 90° E 10 rds to the p.o.b. cont 8.16 acres more or less.

Sec. 20: W 1/2 SE 1/4; NE 1/4 SW 1/4; SE 1/4 SE 1/4; SE 1/4 NW 1/4; E 1/4 NE 1/4; SW 1/4 NE 1/4; NE 1/4 SE 1/4; NW 1/4 NE 1/4; N 1/2 NW 1/4; SW 1/4 NW 1/4; and N 1/2 N 1/2; NW 1/4 SW 1/4.

Sec. 21: W 1/2; W 1/2 NE 1/4.

Sec. 22: NE 1/4 NW 1/4; SE 1/4 NW 1/4; NE 1/4; N 1/2 SE 1/4.

Sec. 28: N 1/2 SW 1/4; SE 1/4 SW 1/4; W 1/2 SE 1/4; W 1/2 NE 1/4; NW 1/4

Sec. 33: SW 1/4 SW 1/4; W 1/2 of E 1/2; E 1/2 NW 1/4; SW 1/4 NW 1/4; N 1/2 SW 1/4; E 1/2 NE 1/4; NE 1/4 SE 1/4.

Sec. 34: NW 1/4 NW 1/4

T. 15 N. R. 16 W. SLM:

Sec. 25: Lots 1, 2, 3, 4 (70.56 acres)

Sec. 26: Lots 1, 2, 3, 4 (58.30 acres)

Sec. 35: All (640.10 ac)

Sec. 36: All

T. 15 N. R. 17 W. SLM:

Sec. 31: SE 1/4 NW 1/4; SW 1/4 NE 1/4; Lot 2; SE 1/4 NE 1/4; NE 1/4 SE 1/4; Lot 1 (26.58 acres)

Sec. 33: All

Sec. 34: S 1/2 NW 1/4; N 1/2 SW 1/4; Lots 1, 2, 3 and 4; S 1/2 S 1/2 (449.68 ac)

Sec. 35: Lots 1, 2, 3, 4; S 1/2 N 1/2; S 1/2 (618.48 ac)

Sec. 36: Lots 1, 2, 3, 4; S 1/2 N 1/2; S 1/2 (640 ac)

4. continued:

Book 12 of Deeds, pg 559; 59 of Deeds, pg 175; 38 of Deeds, pg 583; Book V of Deeds, pg 561; & 559; Book 38 of Deeds, page 582; Book 38 of Deeds, pg 558; Book 38 of Deeds, pg 580; Book 59 of Deeds, pg 172; 7 of Deeds, pg 352 and 353; 13 of Deeds, 82; 7 of Deeds, pg 593; 59 of Deeds, pg 175; 96 of Records, pg 332; 134 Records, pg 569; 155 Records 296; 148 Records pg 111; 137 Records pg 196 and Book 38 of Deeds, 581 which reservation is as follows:

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."

and "Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law."

5. Reservation in Utah State Patents recorded in records of Box Elder County, Utah, in the following Books and pages:

Book 59 of Deeds, page 177; 59 of Deeds, pages 206 and 288 and 176; Book 75 of Records; 38 of Deeds pg 556; 59 of Deeds, pages 158 and 179; 24 of Deeds, pg 180; 20 of Deeds, pg 229; 21 of Deeds, pages 27, 72, 101 and 102; 59 of Deeds, page 206; 38 of Deeds pg 555 and 85 of Records, page 274; which reservation is as follows:

"Subject to any easement or right of way of the public to use all such highways as may have been established according to law, over the same or any part thereof, and subject also to all rights of way for ditches, tunnels and telephone and transmission lines that may have been constructed by authority of the United States."

6. Lot 4 of Sec. 25 and Lots 1 & 2, Sec. 26, T. 15 N., R. 16 W., SLM are subject to the oil rights of D. C. Loveland, Amy Loveland, his wife; Thomas Loveland, Delos Loveland, J. N. Montgomery, C. A. Montgomery, Locators and Claimants, evidenced by that certain Oil Placer Location dated May 28, 1919, and recorded June 3, 1919 in Book Q of Mining, page 344, said County records, and of Columbus E. Jenkins, Myron J. Durfee, Frank Dickenson, Lee S. Vader, George H. Martin, Harry Sweetland, Dr. Robert Green, Geo. S. Scarlett, Locators and Claimants, evidenced by that certain Oil Placer Location dated May 27, 1919, and recorded June 21, 1919, in Book Q of Mining page 352, of said records, and of A. A. Yates and Columbus E. Jenkins, evidenced by those certain Proofs of Labor dated Dec. 29, 1920, and recorded Jan. 14, 1921, at 11:05 a.m., covering the S $\frac{1}{2}$ S $\frac{1}{2}$ of Sec. 26, and S $\frac{1}{2}$ S $\frac{1}{2}$ of Sec. 25, in Book Q of Mining, page 634, of said records.

7. The NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 35, T. 15 N., R. 16 W., SLM, is subject to the oil rights evidenced in John Lingelbach, Marie Lingelbach, J. E. Montgomery, Nettie Montgomery, J. N. Montgomery, Mamie Montgomery, C. A. Montgomery, Eva Montgomery, Locators and Claimants, evidenced by that certain Oil Placer Location Notice dated July 22, 1919, and recorded Aug. 4, 1919, in Book Q of Mining, Page 377, records of said County.

8. Sec. 15, T. 14 N., R. 17 W., SLM, is subject to Water appropriation diversion of 2.4 cubic feet per second from South Creek and ditch right of way in name of James P. Howell evidenced by that Certificate of Appropriation of Water by State Engineer recorded July 2, 1918, in Book G of Water, page 580 of said records.

9. Land in Sec. 31, T. 15 N., R. 17 W., SLM, is subject to mineral rights of Vipont Mining Company evidenced by that certain mineral Certificate dated June 12, 1905, and recorded July 26, 1905, in Book J of Mining, page 300 of said records.

10. The S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, and S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 35, T. 15 N., R. 17 W., SLM, are subject to the reservations of that certain Warranty Deed dated May 8, 1943, from F. W. Hess and Alice Hess, his wife, to Glen Briggs, and recorded March 28, 1949, in Book 57 of Deeds, page 364, records of said County, reserving 1/2 of all oil, gas and mineral rights of any nature whatsoever, which said rights have been granted to George M. Mason by Quitclaim Deed recorded in Book 84 of Records, page 200 of said county records; and on March 17, 1955, F. W. Hess aka Franklin Wallace Hess and Alice M. Hess, his wife, conveyed to Lorene R. Mason by Quit Claim

16. A parcel within Sec. 36, T. 15 N., R. 17 W., SLM, is subject to Easement for Livestock, dated Nov. 25, 1961, recorded March 12, 1962, in Book 158, page 437 of said records, given by Glen Briggs and Hazel Briggs, husband and wife to Oscar Jones and Leona Jones, husband and wife, said easement being "for the purpose of permitting livestock ingress and egress and to graze and drift to and from water seeps or springs over and across Lot 4, Sec. 36, T. 15 N., R. 17 W., SLM, said right of way being described as follows:
beg. at a pt. S. 89°13' W. 10 rds from NE Cor. Lot 4, th. S. 89°13' W. 20 rds. to a pt., th. S. 17°43' W. 31.44 rds to a pt., th. W. 7 rds to a pt., th. S. 29°15' W. along W. bank of wash 42 rds, to a pt. 10 rds E. and 6 rds NE of SW Cor. of said Lot 4, th. S. 45° E. 7 rds to S. bndry line of Lot 4, th. E. 11 rds to E. bndry line of Sec. 36, T. 15 N., R. 17 W., SLM, said right of way being described as follows:

16 continued:

bank of wash to a pt., th. E. 7 rds., th. N. 17°43' E. 31.44 rods along bank of wash to point of beg., cont. appr. 9.93 acres.

The Grantees agree to keep the right of way strongly fenced and maintained in good serviceable condition on all sides except the North and which shall be kept free from obstructions for the purpose of livestock ingress and egress to and from the water.

16 The following described tracts are subject to notices of mineral interest of the State of Utah on all minerals. Lot 2, Sec. 31, T. 15 N., R. 17 W., SLM, is subject to Notice of Mineral Interest of the State of Utah recorded Feb. 17, 1964, in Book 181, page 2;

SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 4, T. 14 N., R. 17 W., SLM, is subject to such notice recorded in Book 180, page 561;

NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 5, T. 14 N., R. 17 W., SLM, is subject to such notice recorded in Book 180, page 561; the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 33, and NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 34, T. 14 N., R. 17 W., SLM, are subject to such notice recorded in Book 180, page 375; SE $\frac{1}{4}$ NW $\frac{1}{4}$ & SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 22, T. 14 N., R. 17 W., SLM, are subject to such notice of interest recorded in Book 180, page 376; Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 2, T. 14 N., R. 16 W., are subject to such interest, notice recorded in Book 182, page 433; NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 35, T. 15 N., R. 16 W., SLM, subject to such notice of interest recorded in Book 182, page 438, the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 20, T. 14 N., R. 17 W., is subject to such notice recorded in Book 181, page 9, all being of record in Box Elder County, Utah.